

SERVICE AGREEMENT

FOR THE PROVISION OF

CONTRACT TITLE:

TO

Customer:

CONTRACT REFERENCE No:

Services Provided	
Total Contract Value	£ ex VAT
Charging method	
the 'Client'	Registered Name: Registered Address: Company Reg:
the 'Provider'	Civiteq Trading Limited 8a Bassett Court, Grange Park, Northampton, NN4 5EZ Company registration 09571840
Separately the 'Party', together the 'Parties'	

Contract term.

Commencement Date: The date on which the Services as defined in Schedule 1 of this Agreement (The Statement of Work) will commence will be xx/xxx/xxxx.

Initial Term: The initial Agreement term will commence on the Effective Date and continue until xx/xx/xxxx, subject to termination in accordance with clause 13 of this Agreement.

Termination: In accordance with clause 13 of this contract, either Party may terminate the Agreement for convenience by giving to the other Party a minimum of 60 days written notice of termination.

Location: All the support Services described in this Agreement will be provided remotely unless otherwise agreed in writing by both Parties.

Principal Contact details:

For the Client:	Name & title:	-----
	Email:	-----
	Phone:	-----
	Name & title:	-----
For the Provider	Email:	-----
	Phone:	-----

AGREEMENT

1. Term

This Agreement shall come into force upon the Effective Date for a period of XX months subject to termination in accordance with clause 16, and subject to Extension Period as defined by clause 15.

2. Services and Performance Management

The Provider shall provide the Services to the Client in accordance with this Agreement as described in the Statement of Work (SOW).

The Provider shall agree an appropriate KPI regime for the Services in accordance with the timescales or milestone dates contained within the proposal.

Additional costs incurred by the Provider as a result of delays caused by the Client's action or inaction may be passed to the Client.

In instances of delays resulting from external factors beyond the control of either of the Parties, each will take reasonable actions to minimise the impact of the delays. The Provider may pass incurred additional costs to the Client, subject to evidence.

3. Deliverables

The Provider shall deliver the Deliverables to the Client.

The Client must promptly, following receipt of a written request from the Provider, provide written feedback on any proposals, plans, designs and/or preparatory materials.

The Provider warrants that:

- the Deliverables will conform with the requirements of Schedule 1;
- the Deliverables will not breach any law or infringe third party Intellectual Property Rights;
- the Deliverables will not give rise to any cause of action against the Client.

4. Intellectual Property Rights

Any documentation created during this contract for the provision of services as described in Schedule 1 will remain the property of the Client.

The Provider grants the Client a royalty-free, non-transferable licence to use the materials for its benefit and that of public or third sector partners involved, but not for onward commercialisation.

The Provider may use general knowledge and experience from the Services for other engagements, provided no confidential Client information is disclosed.

5. Charges

The Client shall pay the Charges to the Provider in accordance with this Agreement.

All amounts stated are exclusive of VAT, which will be added at the applicable rate.

6. Payments

The Provider shall invoice based on milestones agreed in the SOW. Invoices must clearly show VAT.

The Client shall pay each invoice within 30 days of receipt. Unpaid invoices will accrue interest at 8% per annum above the Bank of England base rate, in line with the Late Payment of Commercial Debts (Interest) Act 1998.

If any invoice remains unpaid 15 days beyond its due date, the Provider may suspend services with 7 days' written notice.

Any billing dispute must be raised within 10 business days of invoice receipt. All undisputed portions must be paid on time. No set-off or deduction is permitted.

7. Warranties

Each Party warrants that:

- it has legal authority to enter this Agreement;
- it will comply with all legal and regulatory requirements;
- it has the necessary expertise to fulfil its obligations.

8. Variation Request

Any out-of-scope work requires a written variation request. No variation is valid unless signed by both Parties.

The Provider is under no obligation to commence any out-of-scope work until such variation is agreed.

9. Project Commencement and Delays

At the countersigning of this agreement, the project commencement date will be binding, including the allocation of resources for the duration of the agreement, in accordance with the statement of work (SOW).

Any proposed change to the project start date must be notified with a minimum 30 days prior to the commencement date via written notice and to be agreed by both parties.

If the Client requires a delay to the project commencement start date and provides less than the 30 days written notice, then Provider reserves the right to apply a maximum project postponement fee of 50% of the weekly contract value until the project recommences. Additional associated and reasonable costs resulting from the postponement may also be applied.

If the project commencement date is delayed by more than [4] weeks, then the Provider reserves the right to terminate the agreement, or to renegotiate its terms.

10. Personnel Assignments and Substitutions

The Client must give 30 days' notice for any personnel requirement changes.

The Provider reserves the right to charge for additional costs and adjust timelines accordingly.

The Provider reserves the right to substitute personnel with suitable alternatives, and will notify the Client of such changes. The Client shall not unreasonably withhold approval.

If the Client requests replacement of personnel for cause, the Provider will act reasonably to replace them.

11. Limitations and Exclusions of Liability

Nothing in this Agreement limits liability for death, fraud, or any statutory obligation that cannot be excluded.

Subject to the above, liability is capped to the greater of the total Charges paid or payable in the 6 months before the event.

Neither Party is liable for indirect or consequential loss, or loss of profits, revenue, goodwill or anticipated savings.

12. Data Protection

The Client is the Data Controller and the Provider is the Data Processor.

The Provider will only process data as required for the Services and in compliance with GDPR. Personal Data will not be retained longer than necessary.

The Provider will implement technical and organisational measures to protect data. Further detail is in the Provider's Data Protection Policy (Appendix 2).

13. Force Majeure

If a Force Majeure event prevents performance for more than [30] consecutive days, either Party may terminate this Agreement with written notice.

14. Insurance

The Provider shall maintain:

- £5,000,000 Professional Indemnity Insurance
- £10,000,000 Employers' Liability Insurance

Public Liability Insurance will also be maintained to a level required by public sector standards.

15. Extension Period

The Agreement may be extended by mutual agreement for a further period of xx months. The Client must give a minimum of xx weeks' written notice prior to expiry.

16. Termination

Either Party may terminate with 60 days' written notice.

Termination for breach is permitted on written notice.

Termination for insolvency or other events as defined may be made with immediate effect.

Upon termination, each Party shall return confidential materials and settle outstanding payments.

17. Effects of Termination

Clauses relating to payment, confidentiality, IP, liability and data protection will survive termination.

The Client must pay for Services performed and agreed expenses incurred up to termination.

18. Non-Solicitation

Neither Party may solicit or employ the other Party's staff during the Agreement or for 12 months after termination.

19. Communication and Publicity

Any public announcements must be approved in writing.

Announcements must not include confidential or defamatory material.

All announcements must comply with FOIA and procurement rules.

20. Confidentiality

Each Party shall treat all non-public information as confidential and shall not disclose it except as required by law.

Freedom of Information

The Provider acknowledges the Client's obligations under FOIA. The Client shall notify the Provider of relevant requests and consider any representations before disclosure.

21. General

Waivers must be in writing.

Unlawful provisions will be deleted without affecting the remainder.

No assignment or transfer is permitted without written consent.

This Agreement does not confer rights on third parties.

This Agreement is governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales. **VALID ONLY WHEN BOTH PARTIES HAVE SIGNED.**

Signed:		Signed:	
Name:		Name:	
Position:		Position:	
Date:		Date:	

Duly Authorised for and on behalf of	Duly Authorised for and on behalf of Civiteq Trading Limited
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